

03-997-CD
CECIL N. RINEHART

v.

JUSTIN KEITH and WS LEE & SONS, INC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CECIL N. RINEHART,

Plaintiff

Vs.

JUSTIN KEITH and WS LEE &
SONS, INC.,

Defendants

CIVIL DIVISION

No. 03 - **997** - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, CECIL N. RINEHART

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JUL 08 2003

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CECIL N. RINEHART, :
Plaintiff : No. 03 - - CD
: :
Vs. : JURY TRIAL DEMANDED
: :
JUSTIN KEITH and WS LEE & :
SONS, INC., :
Defendants:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CECIL N. RINEHART, :
Plaintiff : No. 03 - - CD
:
Vs. : JURY TRIAL DEMANDED
:
JUSTIN KEITH and WS LEE & :
SONS, INC., :
Defendants:

COMPLAINT

1. Plaintiff is Cecil N. Rinehart an individual whose mailing address is P.O. Box 145, Morrisdale, Pennsylvania 16858.

2. Defendants are:

a. Justin Keith who resides at 302 East Allegheny Street, Martinsburg, Pennsylvania 16662; and,

b. WS Lee & Sons, Inc., believed to be a Pennsylvania corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 1631 Altoona, Pennsylvania 16603.

3. On May 19, 2003, at approximately 4:30 a.m., Plaintiff was operating a 1997 Contour Sedan on his way to his place of employment and was traveling south on SR 53. He came to the intersection of SR 53 and SR 322 in Decatur Township, Clearfield County, Pennsylvania.

4. On that same day, time and date, Defendant was employed by WS Lee & Sons, Inc., and was operating a 1998 Mack Box Truck traveling west on SR 322. As Defendant approached the intersection of SR 53 and SR 322, the electronic traffic signal turned red.

5. Plaintiff had stopped at the intersection of SR 53 and SR 322 because the electronic traffic signal was red.

6. After the electronic traffic signal changed to green, Plaintiff proceeded to turn left from SR 53 onto SR 322. As he did so, Defendant who had a red traffic signal and was required to stop, ignored the red traffic signal, continued through it and caused a collision between the vehicle being operated by Plaintiff and the vehicle being operated by Defendant.

7. The injuries and damages hereinafter set forth were caused solely by and were the direct and proximate result of the negligence of the Defendant in any or all of the following respects:

- a. In operating the vehicle at a high, dangerous and reckless speed under the circumstances;
- b. In failing to have the vehicle under proper control;
- c. In continuing to operate the vehicle in a direction toward Plaintiff's vehicle when its operator saw or in the exercise of reasonable diligence should have seen that further operation in that direction would result in a collision;

d. In that the driver was inattentive and failed to maintain a sharp lookout of the road and the surrounding traffic conditions;

e. In failing to operate the brakes in such a manner so that the vehicle could be stopped in time to avoid the collision;

f. In violating the various statutes and municipal ordinances pertaining to the operation of motor vehicles on public thoroughfares under the circumstances and particularly Pennsylvania Motor Vehicle Code Section 3112;

g. In failing to stop for the red light located at the intersection of SR 53 and SR 322; and,

h. In failing to allow the lawful right-of-way to Plaintiff.

8. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various physical injuries to his bones, muscles, tissues and ligaments and shock and injury to his nerves and nervous system.

9. As a result of the injuries as aforesaid:

a. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment and mental anguish;

b. Said Plaintiff has been and will be deprived of earnings; and,

c. Said Plaintiff's general health, strength and vitality have been impaired.

LAW OFFICES OF
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221 E. MARKET ST.
(ACROSS FROM
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CLEARFIELD, PA

10. By further reason of the said collision, Plaintiff has suffered the following damages:

a. Plaintiff has had his 1997 Contour Sedan demolished. Said motor vehicle had a value at the time of the accident of Two Thousand Nine Hundred Dollars (\$2,900.00);

b. Plaintiff has missed work and has lost wages for five days, said wages being at the rate of One Hundred Dollars (\$100) per day for a total of Five Hundred Dollars (\$500.00); and,

c. Plaintiff has lost the use of his vehicle and would have been entitled to rent a car for six weeks until said vehicle could be replaced. Said estimated rental being in the amount of Thirty-five Dollars (\$35.00) per day for a period of Forty-two days (42) for a total of One Thousand Four Hundred Seventy Dollars (\$1,470.00).

COUNT I
CECIL N. RINEHART VS. JUSTIN KEITH

Paragraphs 1 through 10 are incorporated herein by reference thereto.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in the amount of Four Thousand Eight Hundred Seventy Dollars (\$4,870.00).

COUNT II
CECIL N. RINEHART VS. WS LEE & SONS, INC.

Paragraphs 1 through 10 are incorporated herein by reference thereto.

11. At the time of the accident, Justin Keith was an employee of WS Lee & Sons, Inc., and was in the course of his employment.

12. At all times, relevant hereto, WS Lee & Sons, Inc., was acting by and through their servant, agent, and employee, Justin Keith, who was then and there engaged upon the performance of his duties within the scope of his employment and upon the business of WS Lee & Sons, Inc.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in the amount of Four Thousand Eight Hundred Seventy Dollars (\$4,780.00).



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Cecil N Rinehart

CECIL N. RINEHART

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENAN.

CIVIL DIVISION

No. 03 - - CD

CECIL N. RINEHART, Plaintiff

vs.

JUSTIN KEITH and WS LEE & SONS,
INC., Defendants

COMPLAINT

NOTICE TO DEFENDANT:

YOU are hereby notified
that you are required to file
an Answer to the within Complaint
within twenty (20) days after
service upon you or judgment
may be entered against you.

Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

FILED

JUL 08 2003

o/c 2:52 p.m.
William A. Shaw
Prothonotary

3 cc to *John Colavecchi*

In The Court of Common Pleas of Clearfield County, Pennsylvania

RINEHART, CECIL N.

Sheriff Docket # 14277

VS.

03-997-CD

KEITH, JUSTIN & WS LEE & SONS, INC.

COMPLAINT

SHERIFF RETURNS

NOW JULY 9, 2003, LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JUSTIN KEITH and WS LEE & SONS INC., DEFENDANTS.

NOW JULY 31, 2003 SERVED THE WITHIN COMPLAINT ON JUSTIN KEITH, DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN .

NOW AUGUST 11, 2003 SERVED THE WITHIN COMPLAINT ON WS LEE & SONS INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED STEPHEN P. DALANSKY, TRANSPORTATION & LOGISTICS MGR.

Return Costs

Cost	Description
34.20	SHERIFF HAWKINS PAID BY: ATTY CK# 7097
20.00	SURCHARGE PAID BY: ATTY CK# 7098
28.50	BLAIR CO. SHFF. PAID BY: ATTY.

Sworn to Before Me This

26th Day Of August, 2003

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Mauley Harris
Chester A. Hawkins
Sheriff

FILED
03:30 PM
AUG 26 2003
EJ

William A. Shaw
Prothonotary/Clerk of Courts

P.62
16
V
SHERIFF'S DEPARTMENT14277
1-2BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN****INSTRUCTIONS:**Print legibly, insuring readability of all copies.
Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /

Cecil N. Pinehard

2. COURT NUMBER

03997-CP / 60671T

3. DEFENDANT / S /

Justin Keith et al

4. TYPE OF WRIT OR COMPLAINT

Complaint

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

Justin Keith

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

302 E. Allegheny St. Martinsburg, Pa 16662

7. INDICATE UNUSUAL SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

Deputized by Cleavfield C. -
Joseph Colavecchi Esq.

10. TELEPHONE NUMBER

X 5986
814 745-2641

11. DATE

8-7-03

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

13. Date Received

7-10-03

14. Expiration/Hearing date
8-7-0315. I hereby CERTIFY and RETURN that I have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing or Posting a TRUE and ATTESTED COPY thereof.16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

JUSTIN KEITH

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

BLAIR CO SHERIFF'S DEPT

20. Date of Service

21. Time

07-31-03 1320

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

7-22

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23. Advance Costs Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

150.00

Fee # 107924

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7-22

27. Total Costs

28.50

28. COST DUE OR REFUND

121.50

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

12th

By (Sheriff/Dep. Sheriff) (Please Print or Type)

JRC

Date

07-31-03

day of

August, 2003
Notarial Seal
Carol Giedo Notary Public
Hollidaysburg, Boro, Blair County
My Commission Expires Apr. 3, 2007

Signature of Sheriff

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

Member, Pennsylvania Association Of Notaries
I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

SHERIFF'S RETURN OF SERVICE

(1) The within _____ upon _____, the within named defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid _____ on the _____ a true and attested copy thereof at _____

The return receipt signed by _____ defendant on the _____ is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____ in the following manner.

(a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania. _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached.

(4) By mailing to _____ by _____ mail, return receipt requested, postage prepaid, _____ on the _____ a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

(5) Other _____

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

2-2

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies.

BCSD ENV. #

1. PLAINTIFF / S /

Cecil N. Pinehard

3. DEFENDANT / S /

Justin Keith et al

2. COURT NUMBER

03997-CO/60671T

4. TYPE OF WRIT OR COMPLAINT

Complaint

SERVE { 5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.



AT

W.S. Lee & Sons Inc

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

PO Box 1631 Altoona PA 16603

7. INDICATE UNUSUAL SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

 PLAINTIFF DEFENDANT

10. TELEPHONE NUMBER

11. DATE

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

{ SIGNATURE of Authorized BCSD Deputy or Clerk and Title

B Schreiber

13. Date Received

7-10-03

14. Expiration/Hearing date

8-7-03

15. I hereby CERTIFY and RETURN that I have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

SIEVE STEPHEN P. DALANSKY TRANSPORTATION AND LOGISTICS
MANAGER

18. A person of suitable age and discretion then residing in the defendant's usual place of abode.

 Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

W.S. Lee & Sons Inc.
Rt. 22 & Rt. 764 Altoona PA 16603

20. Date of Service

21. Time

11 Aug. 03

1520

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 24 25. 26. 27. Total Costs 28. COST DUE OR REFUND

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

12th

day of

August 2003

By (Sheriff/Dep. Sheriff) (Please Print or Type)

DEPUTY LESLIE, YALE C.

Date

11 Aug. 2003

Signature of Sheriff

MY COMMISSION EXPIRES

Member, Pennsylvania Association Of Notaries

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE

DE AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

SHERIFF'S RETURN OF SERVICE

(1) The within _____, the within named upon _____ defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid _____ on the _____ a true and attested copy thereof at _____

The return receipt signed by _____ is hereto attached and defendant on the _____ made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1), (2), by mailing a true and attested copy thereof at _____

in the following manner.

(a) To the defendant by registered certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached.

(4) By mailing to _____ mail, return receipt requested, postage prepaid, by _____ on the _____

a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

(5) Other _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CECIL N. RINEHART

Plaintiff

Vs.

JUSTIN KEITH and WS LEE & SONS,
INC.

Defendant

CIVIL DIVISION

No. 03 - 0997 - CD

PRAECIPE TO DISCONTINUE

Filed on Behalf of:

Plaintiff, CECIL N. RINEHART

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED No CC
07/31/54 154 No Certificate
JUN 28 2007 Requested
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CECIL N. RINEHART
Plaintiff

*
*
*
*
*
*

Case No. 03-0997-CD

Vs.

JUSTIN KEITH and WS LEE &
SONS, INC. Defendant

*
*
*

Praeclipe to Discontinue

To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

06/28/07

Date


Filed by:

JOSEPH GOLAVECCHI, ESQUIRE
Attorney for Cecil N. Rinehart
221 East Market Street
Clearfield, PA 16830